

# Subaward Agreement

Institution/Organization ("Prime Recipient") Name:  Prime Award No.:  Awarding Agency:	Institution/Organization ("Subrecipient") Name:  Subaward No.: <span style="float: right;">CFDA #:</span>  Amount Funded This Action: Est. Total (if incrementally funded)

Subaward Period of Performance: Budget Period: From:                      To:	Estimated Project Period (if incrementally funded): From:    To:
Project Title:	
Reporting Requirements (Check here if applicable):      See Attachment 4                      FFATA (Attachment 3B)                      ARRA Funds (Attachment 4A)	

### Terms & Conditions

- 1) Prime Recipient hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are as shown in Attachment 5. In its performance of the subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.
- 2) Prime Recipient Shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party as shown in Attachment 3A.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to the appropriate party as shown in Attachment 3A, NOT LATER THAN thirty (30) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient. Prime recipient reserves the right to reject an invoice.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachment 3A. Technical reports are required as shown above, "Reporting Requirements".
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party as shown in Attachment 3A. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.
- 8) Either party may terminate this subaward with thirty days written notice to the appropriate party's Contact as shown in Attachments 3A & 3B. Prime Recipient shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122 or 45 CFR Part 74 Appendix E, as applicable.
- 9) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the appropriate party, as shown in Attachment 3A, not less than sixty (60) days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2. Subrecipient also assures that it will comply with applicable statutory and regulatory requirements.

By an Authorized Official of Prime Recipient   <hr style="width: 80%; margin-left: 0;"/> <div style="text-align: right; margin-right: 20px;">Date</div>	By an Authorized Official of Subrecipient   <hr style="width: 80%; margin-left: 0;"/> <div style="text-align: right; margin-right: 20px;">Date</div>
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